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10/655,576	09/04/2003	Guy Bevente	1033-SS00424	6423

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EXAMINER
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TAYLOR, BARRY W

ART UNIT	PAPER NUMBER
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2617

DATE MAILED: 11/27/2006

Please find below and/or attached an Office communication concerning this application or proceeding.

# Office Action Summary

Application No.

10/655,576

Applicant(s)

BEVENTE ET AL.

Examiner

Barry W. Taylor

Art Unit

2617

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

## Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

## Status

- 1) ☒ Responsive to communication(s) filed on 16 October 2006.
- 2a) ☒ This action is **FINAL**. 2b) ☐ This action is non-final.
- 3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

## Disposition of Claims

- 4) ☒ Claim(s) 1-40 is/are pending in the application.
- 4a) Of the above claim(s) \_\_\_\_\_ is/are withdrawn from consideration.
- 5) ☐ Claim(s) \_\_\_\_\_ is/are allowed.
- 6) ☒ Claim(s) 1-40 is/are rejected.
- 7) ☐ Claim(s) \_\_\_\_\_ is/are objected to.
- 8) ☐ Claim(s) \_\_\_\_\_ are subject to restriction and/or election requirement.

## Application Papers

- 9) ☐ The specification is objected to by the Examiner.
- 10) ☒ The drawing(s) filed on 04 September 2003 is/are: a) ☒ accepted or b) ☐ objected to by the Examiner.  
Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).  
Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).
- 11) ☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

## Priority under 35 U.S.C. § 119

- 12) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
- a) ☐ All b) ☐ Some \* c) ☐ None of:
- ☐ Certified copies of the priority documents have been received.
  - ☐ Certified copies of the priority documents have been received in Application No. \_\_\_\_\_.
  - ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

\* See the attached detailed Office action for a list of the certified copies not received.

## Attachment(s)

- |  |   |
|--|---|
| 1) <input checked="" type="checkbox"/> Notice of References Cited (PTO-892)                                | 4) <input type="checkbox"/> Interview Summary (PTO-413)<br>Paper No(s)/Mail Date. _____ |
| 2) <input type="checkbox"/> Notice of Draftsperson's Patent Drawing Review (PTO-948)                       | 5) <input type="checkbox"/> Notice of Informal Patent Application                       |
| 3) <input type="checkbox"/> Information Disclosure Statement(s) (PTO/SB/08)<br>Paper No(s)/Mail Date _____ | 6) <input type="checkbox"/> Other: _____  |

## DETAILED ACTION

### *Claim Rejections - 35 USC § 103*

The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

This application currently names joint inventors. In considering patentability of the claims under 35 U.S.C. 103(a), the examiner presumes that the subject matter of the various claims was commonly owned at the time any inventions covered therein were made absent any evidence to the contrary. Applicant is advised of the obligation under 37 CFR 1.56 to point out the inventor and invention dates of each claim that was not commonly owned at the time a later invention was made in order for the examiner to consider the applicability of 35 U.S.C. 103(c) and potential 35 U.S.C. 102(e), (f) or (g) prior art under 35 U.S.C. 103(a).

1. Claims 1-39 are rejected under 35 U.S.C. 103(a) as being unpatentable over Alloune et al (6,615,034 hereinafter Alloune) in view of Plush et al (6,965,764 hereinafter Plush) further in view of Himmel et al (2003/0045267 hereinafter Himmel).

Regarding claim 1. Alloune teaches a telecommunications billing system (title, abstract) comprising:

at least one server configured to interpret at least two file types, the first file type of the at least two file types including subscription data associated with a subscription (item 200 figure 2, col. 5 line 41 – col. 6 line 65), the subscription data identifying a pricing plan (col. 8 lines 9-27), the pricing plan including an allotment of shared telecommunication units for use in connection with at least one of first telecommunications service and a second telecommunications service (col. 8 lines 9-27), the second file type of the at least two file types including a first set of telecommunications service usage data associated with a first telecommunication service (col. 8 lines 9-27);

a customer database configured to store customer information associated with the subscription, the customer information including the subscription data identifying the pricing plan (col. 5 lines 41-52, col. 8 lines 9-27);

a usage database configured to store the first set of telecommunications service usage data and a second set of telecommunications service usage data associated with the second telecommunications service (col. 6 line 25 – col. 8 line 27); and

a billing module configured to access the usage database and configured to access the customer database, the billing module configured to generate billing data utilizing the allotment of shared telecommunications units (col. 8 lines 9-27), the first set of telecommunication service usage data, and the second set of telecommunications service usage data (col. 8 lines 9-27).

However, Applicants contend that Alloune only fails to teach shared telecommunication units for use in connection with at least a first and second telecommunication service (see Applicants comment on page 8, paper dated 12/28/2005).

Plush discloses a method and apparatus for groups of subscribers to share account information (title, abstract, col. 8 line 50 – col. 9 line 15), such as sharing minutes thereby providing a more flexible system that allows for customized group billing (col. 4 lines 15-25). Plush discloses bundled minutes are shared and used differently among users allowing the shared minutes to be more readily utilized in a given billing period (col. 2 lines 62-65, see shared monthly minutes col. 4 lines 15-25).

It would have been obvious for any one of ordinary skill in the art at the time of invention to utilize shared monthly minutes as taught by Plush into the teachings of Alloune in order to provide for a more flexible systems that allows users to select usage allocations (i.e. monthly minute sharing) for groups sharing telecommunication services so that shared minutes are more readily utilized in a given billing period (Plush col. 2 lines col. 2 lines 25-30 and lines 62-65).

Next, Applicants contend that Alloune in view of Plush fail to teach “wherein the first telecommunication service and the second telecommunication service are provided by different operating entities” (see amended claim language, paper dated 10/16/2006). The Examiner notes that Alloune invention is directed towards a billing system that processes service events regardless of the source (wireless or wireline) at the event level to generate a total charge records (col. 2 lines 9-14) for each service that can be

Art Unit: 2617

integrated onto the customer bill. Alloune also discloses integration of charge records from multiple services into a single invoice (column 2). Therefore, one of ordinary skill in the art at the time of invention would recognize that different service providers may be used for wireline and wireless service events, which would clearly produce two different invoices for customer usage, which Alloune integrates into a single invoice (column 2).

Himmel teaches an interactive service that allows the customer to specify one or more recipients and a number of minutes, services or features to be transferred (abstract). Himmel allows transfer of minutes from one user to another having different service providers wherein service providers agree to an exchange rate (paragraphs 0049-0051). Himmel also teaches speech recognition may be used (0053). Himmel teaches Internet services (0025), call forwarding features (0046) and other features such as calling card (0051) may be transferred from one account to another. Himmel also allows shared minutes to be more readily utilized in a given billing period by allowing shared minutes and services to be transferred to someone who can use them up before they expire (paragraphs 0006, 0039 and 0051).

It would have been obvious for any one of ordinary skill in the art at the time of invention to modify the teachings of Alloune in view of Plush to transfer services from one account to another in order to provide a more flexible system that not only allows users the ability to transfer minutes from one account to another account but allows users the ability to transfer services from one account to another so that shared minutes or services are not wasted.

Regarding claims 2, 12 and 22. Alloune teaches the first telecommunications service is a wireless telecommunications service and the second telecommunications service is a long distance service (col. 8 lines 9-27).

Regarding claim 3. Alloune teaches billing formatter (col. 5 lines 15-52).

Regarding claim 4. Alloune teaches error handling (col. 5 lines 53-61).

Regarding claims 5-6, 20 and 38. Alloune in view of Plush fail to show transferring settlement reports to a provider.

Himmel teaches an interactive service that allows the customer to specify one or more recipients and a number of minutes, services or features to be transferred (abstract). Himmel allows transfer of minutes from one user to another having different service providers wherein service providers agree to an exchange rate (paragraphs 0049-0051).

It would have been obvious for any one of ordinary skill in the art at the time of invention to utilize the invention of Himmel into the teachings of Alloune and Plush in order to provide a more flexible system that allows users the ability to transfer minutes to another user having a different service provider.

Regarding claim 7. Alloune teaches the shared telecommunication units are allotted in conjunction with monthly charge (see col. 8 lines 9-27 wherein shared minutes allotted in conjunction with billing period).

Regarding claim 8. Alloune teaches taxes maybe applied (col. 8 line 26).

Regarding claims 9 and 15. Alloune in view of Plush fail to show charging an excess fee when usage minutes exceed threshold.

Himmel discloses that wireless service providers employ a billing system in which customers prepay for a certain number of minutes of airtime each month and when a customer makes a call, minutes of airtime are subtracted from the customer's balance of minutes for the month. Any additional minutes exceeding the customer's prepaid balance are billed separately (0005).

It would have been obvious for any one of ordinary skill in the art at the time of invention to utilize the teachings of Himmel into the teachings of Alloune and Plush in order to allow service providers the ability to charge customer extra when they exceed monthly minutes of airtime.

Regarding claim 10. Alloune in view of Plush fail to show IVR used.

Himmel teaches an interactive service that allows the customer to specify one or more recipients and a number of minutes, services or features to be transferred (abstract). Himmel allows transfer of minutes from one user to another having different service providers wherein service providers agree to an exchange rate (paragraphs 0049-0051). Himmel also teaches speech recognition may be used (0053).

It would have been obvious for any one of ordinary skill in the art at the time of invention to utilize the invention of Himmel into the teachings of Alloune and Plush in order to provide a more flexible system that allows users the ability to transfer minutes to another user having a different service provider.

Regarding claim 11. Alloune teaches a method for providing a shared telecommunications account, the method comprising: receiving order data (col. 8 lines 9-27), the order data identifying a pricing plan, the pricing plan having an associated



Art Unit: 2617

allotment of shared telecommunications units for use in connection with a t least one of a first telecommunications service (see wireline figure 2) and a second telecommunications service (see wireless figure 2); receiving a first a first set of telecommunications service account data (col. 8 lines 9-27) from a first telecommunications service provider, the first telecommunications service account data associated with the order data and associated with the first telecommunications service (see wireline figure 2); and creating a telecommunications account to provide the allotment of shared telecommunications units (col. 8 lines 9-27), the telecommunications account being associated with the first telecommunications service (see wireline figure 2) and the second telecommunications service (see wireless figure 2).

However, Applicants contend that Alloune fails to teach shared telecommunication units for use in connection with at least a first and second telecommunication service (see Applicants comment on page 8, paper dated 12/28/2005).

Plush discloses a method and apparatus for groups of subscribers to share account information (title, abstract, col. 8 line 50 – col. 9 line 15), such as sharing minutes thereby providing a more flexible system that allows for customized group billing (col. 4 lines 15-25). Plush discloses bundled minutes are shared and used differently among users allowing the shared minutes to be more readily utilized in a given billing period (col. 2 lines 62-65, see shared monthly minutes col. 4 lines 15-25).

It would have been obvious for any one of ordinary skill in the art at the time of invention to utilize shared monthly minutes as taught by Plush into the teachings of Alloune in order to provide for a more flexible system that allows users to select usage allocations (i.e. monthly minute sharing) for groups sharing telecommunication services so that shared minutes are more readily utilized in a given billing period.

Next, Applicants contend that Alloune in view of Plush fails to teach, "wherein the first telecommunication service and the second telecommunication service are provided by different operating entities" (see amended claim language, paper dated 10/16/2006). The Examiner notes that Alloune's invention is directed towards a billing system that processes service events regardless of the source (wireless or wireline) at the event level to generate a total charge record (col. 2 lines 9-14) for each service that can be integrated onto the customer bill. Alloune also discloses integration of charge records from multiple services into a single invoice (column 2). Therefore, one of ordinary skill in the art at the time of invention would recognize that different service providers may be used for wireline and wireless service events, which would clearly produce two different invoices for customer usage, which Alloune integrates into a single invoice (column 2).

Himmel teaches an interactive service that allows the customer to specify one or more recipients and a number of minutes, services or features to be transferred (abstract). Himmel allows transfer of minutes from one user to another having different service providers wherein service providers agree to an exchange rate (paragraphs 0049-0051). Himmel also teaches speech recognition may be used (0053). Himmel teaches Internet services (0025), call forwarding features (0046) and other features

Art Unit: 2617

such as calling card (0051) may be transferred from one account to another. Himmel also allows shared minutes to be more readily utilized in a given billing period by allowing shared minutes and services to be transferred to someone who can use them up before they expire (paragraphs 0006, 0039 and 0051).

It would have been obvious for any one of ordinary skill in the art at the time of invention to modify the teachings of Alloune in view of Plush to transfer services from one account to another in order to provide a more flexible system that not only allows users the ability to transfer minutes from one account to another account but allows users the ability to transfer services from one account to another so that shared minutes or services are not wasted.

Regarding claim 13. Alloune teaches long distance service (see residential long distance---col. 8 lines 23-24).

Regarding claim 14. Alloune teaches a first set of telecommunication service usage data (see minutes---column 8) from the first telecommunication service provider (see wireless service provider---column 8).

Regarding claim 16. Alloune teaches allocating the shared telecommunication units usage associated with the first telecommunications service (see wireless---column 8) and the second telecommunications service (see wireline---column 8).

Regarding claim 17. Alloune teaches combined invoice (col. 1 lines 18-21).

Regarding claims 18-19. Himmel teaches third service provider (paragraphs 0027, 0040, 0049, 0051).

Regarding claim 21. Alloune teaches a method of providing an invoice to a telecommunications subscriber (col. 8 lines 28-33), the method comprising: receiving an invoice file from a first telecommunications service provider, the invoice file identifying usage of shared telecommunications units (col. 8 lines 9-33) applied in connection with a first telecommunications service (see wireline or wireless figure 2) and a second telecommunications service (see wireline or wireless figure 2), preparing an invoice including information from the invoiced file and sending the invoice to a subscriber (col. 8 lines 28-33).

However, Applicants contend that Alloune fails to teach shared telecommunication units for use in connection with at least a first and second telecommunication service (see Applicants comment on page 8, paper dated 12/28/2005).

Plush discloses a method and apparatus for groups of subscribers to share account information (title, abstract, col. 8 line 50 – col. 9 line 15), such as sharing minutes thereby providing a more flexible system that allows for customized group billing (col. 4 lines 15-25). Plush discloses bundled minutes are shared and used differently among users allowing the shared minutes to be more readily utilized in a given billing period (col. 2 lines 62-65, see shared monthly minutes col. 4 lines 15-25).

It would have been obvious for any one of ordinary skill in the art at the time of invention to utilize shared monthly minutes as taught by Plush into the teachings of Alloune in order to provide for a more flexible system that allows users to select usage

allocations (i.e. monthly minute sharing) for groups sharing telecommunication services so that shared minutes are more readily utilized in a given billing period.

Next, Applicants contend that Alloune in view of Plush fail to teach, "wherein the first telecommunication service and the second telecommunication service are provided by different operating entities" (see amended claim language, paper dated 10/16/2006). The Examiner notes that Alloune invention is directed towards a billing system that processes service events regardless of the source (wireless or wireline) at the event level to generate a total charge records (col. 2 lines 9-14) for each service that can be integrated onto the customer bill. Alloune also discloses integration of charge records from multiple services into a single invoice (column 2). Therefore, one of ordinary skill in the art at the time of invention would recognize that different service providers may be used for wireline and wireless service events, which would clearly produce two different invoices for customer usage, which Alloune integrates into a single invoice (column 2).

Himmel teaches an interactive service that allows the customer to specify one or more recipients and a number of minutes, services or features to be transferred (abstract). Himmel allows transfer of minutes from one user to another having different service providers wherein service providers agree to an exchange rate (paragraphs 0049-0051). Himmel also teaches speech recognition may be used (0053). Himmel teaches Internet services (0025), call forwarding features (0046) and other features such as calling card (0051) may be transferred from one account to another. Himmel also allows shared minutes to be more readily utilized in a given billing period by

Art Unit: 2617

allowing shared minutes and services to be transferred to someone who can use them up before they expire (paragraphs 0006, 0039 and 0051).

It would have been obvious for any one of ordinary skill in the art at the time of invention to modify the teachings of Alloune in view of Plush to transfer services from one account to another in order to provide a more flexible system that not only allows users the ability to transfer minutes from one account to another account but allows users the ability to transfer services from one account to another so that shared minutes or services are not wasted.

Regarding claim 23. Alloune teaches first and second services (see wireline and wireless service in abstract and column 8) as well as third, forth, fifth, etc. (see col. 2 lines 26-29).

Regarding claim 24. Alloune teaches the third service is a local landline telecommunications service (col. 8 line 23---"residential long distance").

Regarding claims 25-27. Alloune in view of Plush fail to show the third service is calling card, Internet service or cable access.

Himmel teaches an interactive service that allows the customer to specify one or more recipients and a number of minutes, services or features to be transferred (abstract). Himmel allows transfer of minutes from one user to another having different service providers wherein service providers agree to an exchange rate (paragraphs 0049-0051). Himmel also teaches speech recognition may be used (0053). Himmel teaches Internet services (0025), call forwarding features (0046) and other features such as calling card (0051) may be transferred from one account to another.

It would have been obvious for any one of ordinary skill in the art at the time of invention to utilize the invention of Himmel into the teachings of Alloune and Plush in order to provide a more flexible system that allows users the ability to transfer minutes from one account to another account.

Regarding claim 28 and 39. Alloune in view of Plush fail to show receiving a supplemental invoice file from a second telecommunications service provider.

Himmel teaches an interactive service that allows the customer to specify one or more recipients and a number of minutes, services or features to be transferred (abstract). Himmel allows transfer of minutes from one user to another having different service providers (0027 and 0040) wherein service providers agree to an exchange rate (paragraphs 0049-0051). Himmel also teaches speech recognition may be used (0053). Himmel teaches Internet services (0025), call forwarding features (0046) and other features such as calling card (0051) may be transferred from one account to another.

It would have been obvious for any one of ordinary skill in the art at the time of invention to utilize the invention of Himmel into the teachings of Alloune and Plush in order to provide a more flexible system that allows users the ability to transfer minutes from one account to another account.

Regarding claims 29-31. Alloune teaches providing customer with electronic or paper bill (col. 8 lines 28-33).

Regarding claims 32-33. Alloune teaches receiving subscription request (col. 8 lines 9-33).

Regarding claims 34 and 37. Alloune in view of Plush fail to show transferring order data associated with the subscription request to a second telecommunications service provider.

Himmel teaches an interactive service that allows the customer to specify one or more recipients and a number of minutes, services or features to be transferred (abstract). Himmel allows transfer of minutes from one user to another having different service providers (0027 and 0040) wherein service providers agree to an exchange rate (paragraphs 0049-0051). Himmel also teaches speech recognition may be used (0053). Himmel teaches Internet services (0025), call forwarding features (0046) and other features such as calling card (0051) may be transferred from one account to another.

It would have been obvious for any one of ordinary skill in the art at the time of invention to utilize the invention of Himmel into the teachings of Alloune and Plush in order to provide a more flexible system that allows users the ability to transfer minutes from one account to another account.

Regarding claim 35. Alloune teaches a method of establishing a telecommunications service, comprising: receiving order data, the order data identifying a price plan, the price plan including an allotment of shared telecommunications units (see service minutes---column 8), the shared telecommunications units available for use



Art Unit: 2617

in connection with a first subscriber service (see either wireless or wireline---column 8) and a second subscriber service (see either wireless or wireline---column 8), the first subscriber service being distinct from the second subscriber service (see column 8 wherein wireless distinct from wireline service); establishing an account to include account information in response to receiving the order data, the account associated with the first subscriber service (see wireless minutes---column 8).

Applicants contend that Alloune fails to teach shared telecommunication units for use in connection with at least a first and second telecommunication service (see Applicants comment on page 8, paper dated 12/28/2005).

Plush discloses a method and apparatus for groups of subscribers to share account information (title, abstract, col. 8 line 50 – col. 9 line 15), such as sharing minutes thereby providing a more flexible system that allows for customized group billing (col. 4 lines 15-25). Plush discloses bundled minutes are shared and used differently among users allowing the shared minutes to be more readily utilized in a given billing period (col. 2 lines 62-65, see shared monthly minutes col. 4 lines 15-25).

It would have been obvious for any one of ordinary skill in the art at the time of invention to utilize shared monthly minutes as taught by Plush into the teachings of Alloune in order to provide for a more flexible system that allows users to select usage allocations (i.e. monthly minute sharing) for groups sharing telecommunication services so that shared minutes are more readily utilized in a given billing period.

Alloune in view of Plush do not explicitly show second subscriber service provider.

Himmel teaches an interactive service that allows the customer to specify one or more recipients and a number of minutes, services or features to be transferred (abstract). Himmel allows transfer of minutes from one user to another having different service providers wherein service providers agree to an exchange rate (paragraphs 0049-0051). Himmel also teaches speech recognition may be used (0053). Himmel teaches Internet services (0025), call forwarding features (0046) and other features such as calling card (0051) may be transferred from one account to another. Himmel also allows shared minutes to be more readily utilized in a given billing period by allowing shared minutes and services to be transferred to someone who can use them up before they expire (paragraphs 0006, 0039 and 0051).

It would have been obvious for any one of ordinary skill in the art at the time of invention to modify the teachings of Alloune in view of Plush to transfer services from one account to another in order to provide a more flexible system that not only allows users the ability to transfer minutes from one account to another account but allows users the ability to transfer services from one account to another so that shared minutes or services are not wasted.

Regarding claim 36. Alloune teaches the first telecommunications service is a wireless telecommunications service and the second telecommunications service is a long distance service (col. 8 lines 9-27).

Regarding claim 40. Himmel teaches third service provider (paragraphs 0027, 0040, 0049, 0051).

***Response to Arguments***

2. Applicant's arguments filed 10/16/2006 have been fully considered but they are not persuasive.

a) Applicants generally argue that Plush and Alloune fail to teach wireline and wireless plans provided by different operating entities (see Applicants remarks bottom of page 8, paper dated 10/16/2006).

The Examiner notes that Himmel was used for this limitation (see Examiner's rejection listed above). Alloune invention is directed towards a billing system that processes service events regardless of the source (wireless or wireline) at the event level to generate a total charge records (col. 2 lines 9-14) for each service that can be integrated onto the customer bill. Alloune also discloses integration of charge records from multiple services into a single invoice (column 2). Therefore, one of ordinary skill in the art at the time of invention would recognize that different service providers may be used for wireline and wireless service events, which would clearly produce two different invoices for customer usage, which Alloune integrates into a single invoice (column 2).

Furthermore, Himmel teaches an interactive service that allows the customer to specify one or more recipients and a number of minutes, services or features to be transferred (abstract). Himmel allows transfer of minutes from one user to another having different service providers wherein service providers agree to an exchange rate

Art Unit: 2617

(paragraphs 0049-0051). Himmel also teaches speech recognition may be used (0053). Himmel teaches Internet services (0025), call forwarding features (0046) and other features such as calling card (0051) may be transferred from one account to another. Himmel also allows shared minutes to be more readily utilized in a given billing period by allowing shared minutes and services to be transferred to someone who can use them up before they expire (paragraphs 0006, 0039 and 0051).

It would have been obvious for any one of ordinary skill in the art at the time of invention to modify the teachings of Alloune in view of Plush to transfer services from one account to another in order to provide a more flexible system that not only allows users the ability to transfer minutes from one account to another account but allows users the ability to transfer services from one account to another so that shared minutes or services are not wasted.

b) Applicants argue (page 9, paper dated 10/16/2006) that Plush does not teach sharing units between different service providers wherein the first and second service providers are different (i.e. different operating entities).

The Examiner notes that Plush does teach sharing minutes but not between different service providers. The Examiner notes that Himmel teaches an interactive service that allows the customer to specify one or more recipients and a number of minutes, services or features to be transferred (abstract). Himmel allows transfer of minutes from one user to another having different service providers wherein service providers agree to an exchange rate (paragraphs 0049-0051). Himmel also teaches speech recognition may be used (0053). Himmel teaches Internet services (0025), call

Art Unit: 2617

forwarding features (0046) and other features such as calling card (0051) may be transferred from one account to another. Himmel also allows shared minutes to be more readily utilized in a given billing period by allowing shared minutes and services to be transferred to someone who can use them up before they expire (paragraphs 0006, 0039 and 0051).

It would have been obvious for any one of ordinary skill in the art at the time of invention to modify the teachings of Alloune in view of Plush to transfer services from one account to another in order to provide a more flexible system that not only allows users the ability to transfer minutes from one account to another account but allows users the ability to transfer services from one account to another so that shared minutes or services are not wasted.

c) Applicants argue (top page 10, paper dated 10/16/06) that claim 21 is directed towards providing invoice to subscriber having first and second telecommunications providers.

The Examiner notes that Alloune invention is directed towards a billing system that processes service events regardless of the source (wireless or wireline) at the event level to generate a total charge records (col. 2 lines 9-14) for each service that can be integrated onto the customer bill. Alloune also discloses integration of charge records from multiple services into a single invoice (column 2). Therefore, one of ordinary skill in the art at the time of invention would recognize that different service providers may be used for wireline and wireless service events, which would clearly

Art Unit: 2617

produce two different invoices for customer usage, which Alloune integrates into a single invoice (column 2).

Himmel teaches an interactive service that allows the customer to specify one or more recipients and a number of minutes, services or features to be transferred (abstract). Himmel allows transfer of minutes from one user to another having different service providers wherein service providers agree to an exchange rate (paragraphs 0049-0051). Himmel also teaches speech recognition may be used (0053). Himmel teaches Internet services (0025), call forwarding features (0046) and other features such as calling card (0051) may be transferred from one account to another. Himmel also allows shared minutes to be more readily utilized in a given billing period by allowing shared minutes and services to be transferred to someone who can use them up before they expire (paragraphs 0006, 0039 and 0051).

It would have been obvious for any one of ordinary skill in the art at the time of invention to modify the teachings of Alloune in view of Plush to transfer services from one account to another in order to provide a more flexible system that not only allows users the ability to transfer minutes from one account to another account but allows users the ability to transfer services from one account to another so that shared minutes or services are not wasted.

d) Next, Applicants argue combination is improper (see bottom of page 10, paper dated 10/16/2006).

Alloune teaches bundled service minutes but does not allow sharing of bundled minutes. Applicants have already acknowledged this (see Applicants comment on page 8, paper dated 12/28/2006).

The Examiner notes that Plush does teach sharing bundled minutes (see Examiner's rejection listed above).

The Examiner notes that Himmel also teaches bundled minutes wherein customers can specify one or more recipients and a number of minutes, services or features to be transferred (abstract). Himmel allows transfer of minutes from one user to another having different service providers wherein service providers agree to an exchange rate (paragraphs 0049-0051). Himmel also teaches speech recognition may be used (0053). Himmel teaches Internet services (0025), call forwarding features (0046) and other features such as calling card (0051) may be transferred from one account to another. Himmel also allows shared minutes to be more readily utilized in a given billing period by allowing shared minutes and services to be transferred to someone who can use them up before they expire (paragraphs 0006, 0039 and 0051).

It would have been obvious for any one of ordinary skill in the art at the time of invention to modify the teachings of Alloune in view of Plush to transfer services from one account to another in order to provide a more flexible system that not only allows users the ability to transfer minutes from one account to another account but allows users the ability to transfer services from one account to another so that shared minutes or services are not wasted.

Art Unit: 2617

e) Next, Applicants argue that Himmel only teaches transferring of calling time to subscriber of different service but is not a shared allotment as recited in independent claims 1, 11, and 35 (see top of page 11, paper

dated 12/28/2006).

The Examiner disagrees. Himmel teaches sharing airtime minutes (paragraph 0006). The Examiner also directs Applicants attention to figure 4 wherein minute balance (408) is shown in conjunction with different

service providers (414). Furthermore, Alloune already teaches allotment of shared telecommunication units (col. 8 lines 9-27).

f) Applicants generally argue that Himmel does not teach transferring settlement reports between providers (see bottom of page 11, paper dated 12/28/2006).

The Examiner notes that Alloune invention is directed towards a billing system that processes service events regardless of the source (wireless or wireline) at the event level to generate a total charge records (col. 2 lines 9-14) for each service that can be integrated onto the customer bill. Alloune also discloses integration of charge records from multiple services into a single invoice (column 2). Therefore, one of ordinary skill in the art at the time of invention would recognize that different service providers may be used for wireline and wireless service events, which would clearly produce two different invoices for customer usage, which Alloune integrates into a single invoice (column 2). If not, Himmel teaches an interactive service that allows the customer to specify one or more recipients and a number of minutes, services or features to be transferred (abstract). Himmel allows transfer of minutes from one user to another having different service providers wherein service providers agree to an exchange rate (paragraphs 0049-0051). Himmel also teaches speech recognition may be used (0053). Himmel teaches Internet services (0025), call forwarding features



Art Unit: 2617

(0046) and other features such as calling card (0051) may be transferred from one account to another. Himmel also allows shared minutes to be more readily utilized in a given billing period by allowing shared minutes and services to be transferred to someone who can use them up before they expire (paragraphs 0006, 0039 and 0051).

It would have been obvious for any one of ordinary skill in the art at the time of invention to modify the teachings of Alloune in view of Plush to transfer services from one account to another in order to provide a more flexible system that not only allows users the ability to transfer minutes from one account to another account but allows users the ability to transfer services from one account to another so that shared minutes or services are not wasted.

g) Applicants generally argue that Himmel does not teach charging an excess charge when usage exceeds an allotment (see page 12, paper dated 10/16/2006).

The Examiner notes prior art already charges extra when usage exceeds a threshold (see Himmel paragraph 0005).

h) Applicants start repeating arguments with respect to different service providers involved in minute sharing (see page 13 continuing to page 15, paper dated 10/16/2006).

The Examiner notes that Alloune teaches invoice provided to customer having wireline and wireless charges. Furthermore, the Examiner directs Applicants attention to section "f" listed above with regards to invoices having one service provider provide wireline service and another service provider provide wireless service on an integrated invoice for customer.

Art Unit: 2617

i) Applicants conclude by repeating there is no motivation to combine (see page 16, paper dated 10/16/2006).

The Examiner has already addressed this issue (please see section "d" listed above).

### ***Conclusion***

**3. THIS ACTION IS MADE FINAL.** Applicant is reminded of the extension of time policy as set forth in 37 CFR 1.136(a).

A shortened statutory period for reply to this final action is set to expire **THREE MONTHS** from the mailing date of this action. In the event a first reply is filed within **TWO MONTHS** of the mailing date of this final action and the advisory action is not mailed until after the end of the **THREE-MONTH** shortened statutory period, then the shortened statutory period will expire on the date the advisory action is mailed, and any extension fee pursuant to 37 CFR 1.136(a) will be calculated from the mailing date of the advisory action. In no event, however, will the statutory period for reply expire later than **SIX MONTHS** from the mailing date of this final action.

**4.** Any inquiry concerning this communication or earlier communications from the examiner should be directed to Barry W. Taylor, telephone number (571) 272-7509, who is available Monday-Thursday, 6:30am to 5pm.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, William Trost, can be reached at (571) 272-7872. The central facsimile phone number for this group is **571-273-8300**.

Any inquiry of a general nature or relating to the status of this application or proceeding should be directed to the Group 2600 receptionist whose telephone number is (571) 272-2600, the 2600 Customer Service telephone number is (571) 272-2600.

Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status

Art Unit: 2617

information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see <http://pair-direct.uspto.gov>. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free).

**Centralized Delivery Policy:** For patent related correspondence, hand carry deliveries must be made to the Customer Service Window (now located at the Randolph Building, 401 Dulany Street, Alexandria, VA 22314), and facsimile transmissions must be sent to the central fax number (571-273-8300).

Barry W. Taylor  
Art Unit 2617



**BARRY TAYLOR**  
**PRIMARY EXAMINER**